

## MORTGAGE RECORD.

FROM

State of Oklahoma, Tulsa County, ss.

TO

This instrument was filed for record on the 9th day  
of July A. D. 1912, at 2:50 o'clock P. M.  
Fees, \$

By H. W. Tuckey Deputy.

Register of Deeds.

MORTGAGE OF REAL ESTATE.—BANK DOWNSIDE BOOK CO., LEAVENWORTH, KAN. No. 19788

THIS INDENTURE, Made this 9th day of February A. D. 1910, between Cyrus S. Avery  
and Elsie M. Avery his wife of Tulsa County, in the State of  
Oklahoma, of the first part, and Grace L. Johnson of Tulsa County, in the State of  
Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of Five Hundred  
and no 100 Dollars (\$500.00),  
the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2d of the second part, her heirs and  
assigns, the following-described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot three (3) and Four (4) Section One (1) Township  
Nineteen (19) Range Thirteen (13) and Southeast Quarter of the  
Southeast Quarter of the Southeast Quarter, Section Thirteen (13)  
Township Twenty (20) Range Thirteen (13) Containing two acres  
more or less (According to the U.S. Government Survey thereof)

TO HAVE AND TO HOLD THE SAME unto the said part 2d of the second part, her heirs and assigns, together with all and singular the tenements,  
hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Cyrus S. Avery & Elsie M. Avery his wife  
have this day executed and delivered a certain promissory note, in writing to said part 2d of the second part, described as follows:

Dated February 9, 1910 due One year after date, for \$500.00  
interest at 7% pay after Annually

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, her heirs or assigns, said sum of money in the above-  
described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void;  
and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due  
and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part 2d of the second part shall be entitled to the possession  
of said premises. And the said part 1st of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the home-  
stead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

STATE OF OKLAHOMA, TULSA COUNTY, ss.

Before me, Lucille Chastain notary Public  
in and for said County and State on this 25th day of February A. D. 1912, personally appeared  
Cyrus S. Avery and Elsie M. Avery  
to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they  
their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires January 13, 1914 (1914)

## ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That Cyrus S. Avery & Elsie M. Avery of Tulsa County,  
in the State of Oklahoma, the within-named mortgage, in consideration of the sum of Five Hundred and no 100 DOLLARS,  
to Grace L. Johnson in hand paid, the receipt whereof is hereby acknowledged, do hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto  
heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.  
To have and to hold the same, forever; subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set her hand this 25th day of February A. D. 1912.

EXECUTED IN PRESENCE OF

This assignment was filed for record on the 25th day of February A. D. 1912, at 2:50 o'clock P. M. Fee, \$

Register of Deeds.

## RECEIPT.

\$ 500.00 Received of Grace L. Johnson the within-named mortgagor the sum of  
and no 100 DOLLARS,  
in full satisfaction of the within mortgage.